

## SEWER EASEMENT

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00), in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we, E.W. Miller and Joanne L. Miller, hereinafter referred to as "Grantor", do hereby grant, bargain, sell and convey unto the City of Olive Branch, its successors and assigns, hereinafter referred to as "Grantee", the right, privilege and easement at any time and from time to time to construct, maintain, inspect, operate, protect, repair, replace, change the size of, or remove a pipeline, pipelines and other appurtenances for operation of the City Sewage System, within the confines of an area described in Exhibit 1, which is attached hereto and made a part hereof as if fully copied herein, together with reasonable access thereto.

TO HAVE AND TO HOLD said easement and reasonable access thereto unto said Grantee, its successors and assigns temporarily, where noted, and permanently, where noted in Exhibit 1.

It is agreed that the pipeline or pipelines to be laid under this grant shall be constructed at sufficient depth below the surface of the ground to permit normal cultivation, and Grantor shall have the right to fully use and enjoy the above described premises, subject to the rights herein granted.

As additional consideration it is agreed that Grantor shall be entitled to receive a waiver of one sewer tap on the property over which this Easement is granted.

Grantee shall have the right to clear and keep clear all trees, undergrowth and other obstructions from the herein granted easement, and Grantor agrees not to build, construct or create, nor permit others to build, construct or create any buildings or other structures on the herein granted easement that will interfere with the normal operation and maintenance of the said line or lines.

Grantor hereby expressly agrees that in the event the route of the pipeline to be constructed hereunder should cross any roads, railroads, creeks, rivers or other waterways located on the above described land or other places requiring extra working space, Grantee shall have the right and temporary access to additional working space which may be necessary for construction.

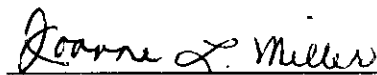
Grantor represents that the above described land is not rented at the present time.

The terms and conditions hereof shall be binding upon and inure to the benefit of the heirs, executors, administrators, devisees, successors, trustees or assigns of the parties hereto, and the rights herein granted may be assigned in whole or in part.

IN WITNESS WHEREOF the said Grantors have hereunto set their hand and seal, this 22nd day of September, 2001.



E.W. MILLER



JOANNE L. MILLER

Witnessed By:



STATE MS.-DESOTO CO.  
FILED

JUN 5 11 39 AM '02

APPROVED AND ACCEPTED by the  
City of Olive Branch

By: Samuel P. Rikard  
SAMUEL P. RIKARD, MAYOR

ATTEST:

Judy C. Herrington  
JUDY C. HERRINGTON, CITY CLERK

STATE OF MISSISSIPPI

COUNTY OF DESOTO

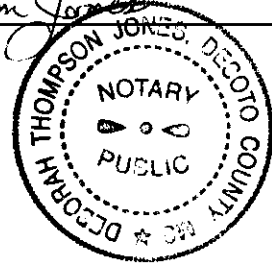
Personally appeared before me, the undersigned authority in and for the said county and state, on this 24<sup>th</sup> day of September, 2001, within my jurisdiction, A. G. Davis, one of the subscribing witnesses to the above and foregoing instrument, who, being first duly sworn, states that he saw the within named E.W. Miller and Joanne L. Miller, whose names are subscribed thereto, sign and deliver the same to the City of Olive Branch; and that the affiant subscribed h is name as witness thereto in the presence of same.

A. G. Davis  
Witness

Deborah Thompson Jones  
NOTARY PUBLIC

My Commission Expires:

MISSISSIPPI STATEWIDE NOTARY PUBLIC  
MY COMMISSION EXPIRES MARCH 21, 2003  
BONDED THRU STEGALL NOTARY SERVICE



STATE OF MISSISSIPPI

COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state on this 15<sup>th</sup> day of May, 2002, within my jurisdiction, the within named Samuel P. Rikard and Judy C. Herrington, who acknowledged that they are the Mayor and City Clerk, respectively, of the City of Olive Branch, and that in said representative capacity they executed the above and foregoing instrument, after first having been duly authorized so to do.

Deanna Wagner  
NOTARY PUBLIC

My Commission Expires:

My Commission Expires May 20, 2003

PREPARED BY AND RETURN TO: Gary P. Snyder, Watkins Ludlam Winter & Stennis, P.A.,  
P.O. Box 1456, Olive Branch, MS 38654, 662-895-2996.

**E. W. MILLER &  
wife, JOANNE L. MILLER  
DEED BOOK 215, PAGE 92**

**EXHIBIT 1**

Being a portion of Lot 27, Section "B", Quail Hollow Subdivision, lying in Section 24, Township 1 South, Range 7 West, City of Olive Branch, Desoto County, Mississippi, as recorded in Plat Book 24, Pages 44-45 in the Desoto County Chancery Clerk's, Desoto County, Mississippi, and being more particularly described as follows:

**PERMANENT UTILITY EASEMENT**

Commencing at the southeast property corner of subject property; thence in a northwesterly direction a distance of approximately 11.80 feet as measured along the east property line of subject property to the POINT OF BEGINNING, said point being on the north line of an existing 10 foot utility easement, of the herein described permanent utility easement; thence in a southwesterly direction along said north line of existing utility easement a distance of approximately 191.49 feet to a point; thence leaving said north line of existing utility easement in a southwesterly direction a distance of 189.52 feet to a point; thence in a southerly drection a distance of 10.01 feet to a point on said north line of existing utility easement; thence in a south westerly direction along said north line of existing utility easement a distance of approximately 10.44 feet to a point; thence leaving said north line of existing utility easement in a northerly direction a distance of approximately 6.71 feet to a point; thence in a southwesterly direction a distance of approximately 2.48 feet to a point on the west line of subject property, said point being approximately 15.82 feet north of the southwest corner of subject property as measured along said west line of subject property; thence continuing in a northerly direction along said west line of subject property a distance of approximately 11.80 feet to a point; thence in a northeasterly direction a distance of approximately 7.50 feet to a point; thence in a northeasterly direction a distance of approximately 385.74 feet to a point on the east line of subject property; thence in a southeasterly direction along said east line of subject property a distance of approximately 0.37 feet to the Point Of Beginning and containing 3,075 square feet, more or less.

**TEMPORARY CONSTRUCTION EASEMENT**

Being a 20 foot wide strip of land parallel and adjacent to the north side of the above described permanent utility easement and also being the strip of land between the above described permanent easement and the existing 10 foot wide utility easement that is adjacent to the south property line of subject property and also being the portion of land between the above described permanent utility easement and the west property line of subject property and containing 8,618 square feet, more or less.

QUAIL HOLLOW DR.

218.45'

PROPERTY OF:

E. W. MILLER

& JOANNE L. MILLER  
BK. 215, PG. 92

LOT 26

LOT 27

20' TEMP.  
CONST. ESMT.

PERM.  
UTILITY ESMT.

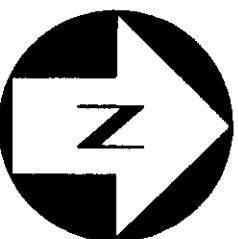
10' EX.  
UTILITY ESMT.

LOT 33

LOT 34

SCALE: 1" = 10'

SCALE: 1" = 10'



SCALE: 1" = 100'

THIS PROPERTY IS LOCATED IN SECTION 24  
TOWNSHIP 1 SOUTH, RANGE 7 WEST  
DESOTO COUNTY, MISSISSIPPI

NO.	DESCRIPTION	DATE	BY

UTILITY EASEMENT

QUAIL HOLLOW SEWER IMPROVEMENT

THE CITY OF OLIVE BRANCH, MISSISSIPPI  
DESOTO COUNTY

EXHIBIT NO. 1

SHEET 1 OF 1

EASEMENT REQUIRED:

UNENCUMBERED: ENCUMBERED:  
PERM: 3,075 S.F. PERM: 0.0 S.F.  
TEMP: 8,618 S.F. TEMP: 0.0 S.F.

PREPARED BY: F&A BK. 215, PG. 92 TRACT: MILLER  
DRAFTSMAN: B.S. DATE: NOV., 2000

HORACE W. HICKS, ET UX  
 3204 Old Brompton Circle  
 Memphis, TN 38115  
 Home: 901/795-1571  
 Bus.: 901/781-1340

Grantors

To

E.W. MILLER, ET UX  
 3073 Curtis  
 Memphis, TN 38118  
 Home: 901/363-9254  
 Bus.: 901/795-5984

Grantees

WARRANTY DEED

For and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable considerations, the receipt of which is hereby acknowledged, we, HORACE W. HICKS and wife, JOAN S. HICKS, do hereby grant, bargain, sell, convey and warrant unto E.W. MILLER and wife, JOANNE L. MILLER, as tenants by the entirety with full right of survivorship and not as tenants in common, the land lying and being situated in DeSoto County, Mississippi, described as follows, to-wit:

Lot 27, Section B, Quail Hollow Subdivision, as shown on plat of record in Plat Book 24, pages 44-45, in the Chancery Court Clerk's office of DeSoto County, Mississippi, to which recorded plat reference is made for a more particular description. Said lot being situated in Section 24, Township 1, Range 7 West; and being the same land conveyed to Horace W. Hicks, et ux, by Warranty Deed dated April 17, 1987, of record in Book 194, page 666 of the deed records of DeSoto County, Mississippi.

The hereinabove described land is conveyed subject to road rights of way, public utility easements, zoning and subdivision regulations and health department regulations in effect in DeSoto County, Mississippi; restrictive covenants of Section B, Quail Hollow Subdivision as set out on plat of said subdivision recorded in Plat Book 24, pages 44-45; covenants, limitations and restrictions which are to run with the land in the same manner and for the same time as restrictions on said recorded plat of subdivision.